

Fill in this information to identify the case:

Debtor 1 Joseph R. Bacon, Jr.

Debtor 2 \_\_\_\_\_

(Spouse, if filing)

United States Bankruptcy Court for the EASTERN District of MICHIGAN

Case number 16-40602-mlo

## Official Form 410S1

### Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

Court claim no. (if known): 6-2

Last 4 digits of any number you use to identify the debtor's account: 2389

Date of payment change: 5/1/2020

Must be at least 21 days after date of this notice

New total payment: \$1,149.64

Principal, interest, and escrow, if any

#### Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No.

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

\_\_\_\_\_

Current escrow payment:           

New escrow payment:           

#### Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

\_\_\_\_\_

Current interest rate: 8.000%

New interest rate: 7.375%

Current principal and interest payment: \$1,214.84 New principal and interest payment: \$1,149.64

#### Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment           

New mortgage payment:

Debtor 1 Joseph R. Bacon, Jr.

Case number (if known) 16-40602-mlo

Print Name

Middle Name

Last Name

**Part 4: Sign Here**


The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

 /s/ Alexa Martini Stinson Date 4/8/2020  
Signature

Print Alexa Martini Stinson  
First Name Middle Name Last Name

Title Authorized Agent for Creditor

Company Robertson, Anschutz, Schneid & Crane LLC

Address 10700 Abbott's Bridge Road, Suite 170  
Number Street

Duluth GA 30097  
City

State

ZIP Code

Contact Phone 470-321-7112

Email astinson@rascrane.com

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
DETROIT DIVISION

Joseph R. Bacon, Jr.,  
Debtor.

BK Case 16-40602-mlo  
Chapter 13

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on April 9, 2020,

I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

JAMES P. FREGO, II  
FREGO & ASSC.-THE BANKRUPTCY LAW OFFICE  
23843 JOY ROAD  
DEARBORN HEIGHTS, MI 48127

TAMMY L. TERRY  
BUHL BUILDING  
535 GRISWOLD  
SUITE 2100  
DETROIT, MI 48226

JOSEPH R. BACON, JR.  
47251 BEMIS ROAD  
BELLEVILLE, MI 48111

Robertson, Anschutz, Schneid & Crane LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: /s/ Kristin Williams  
Kristin Williams  
Krwilliams@rascrane.com



March 20, 2020

JOSEPH RICHARD BACON  
C/O JAMES P FREGO II 23843 JOY RD,  
DEARBORN HEIGHTS MI 48127

Re: Caliber Account Number [REDACTED]

**Changes to Your Mortgage Interest Rate and Payments on May 1, 2020.**

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 024 month period during which your interest rate stayed the same, with all subsequent interest rate changes occurring every 006 months thereafter. The next adjustment date is on April 1, 2020, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 006 months for the rest of your loan term.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	8.000%	7.375%
Total Monthly Payment	\$1,214.84	\$1,149.64 (Due May 1, 2020)

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 1.397% and your margin is 5.990%. The 6-MONTH LIBOR is published Daily in the WALL STREET JOURNAL. Your change amount was rounded by .125%.

**Rate Limit(s):** Your rate cannot go higher than 12.990% over the life of the loan. Your rate can change at each adjustment by no more than 01.000%. If you've had a short term loan modification that lowered the interest rate below the ARM floor rate stated on the Note, the interest rate after the modification expires will adjust to the ARM floor.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new payment is based on the 6-MONTH LIBOR index, your margin, 5.990%, your loan balance of \$158,369.34, and your remaining loan term of 306 months. Your ARM loan has a balloon payment on 10/01/35. Any remaining balances on your loan will be due and payable on the balloon date.

**Prepayment Penalty:** None

**If You Anticipate Problems Making Your Payments:**

- Contact Caliber Home Loans, Inc. Customer Service at 800-401-6587 or [www.caliberhomeloans.com](http://www.caliberhomeloans.com) as soon as possible.
- If you seek an alternative to upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - Refinance your loan with us or another lender.
  - Sell your home and use the proceeds to pay off your current loan.
  - Modify your loan terms with us.
  - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm) , or the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>. If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>.

Should you have any questions regarding this notice, please contact your Customer Service Specialist at 800-401-6587 between the hours of 8:00 a.m. and 7:00 p.m. Central Time. You can also find useful information about managing your mortgage payments at our website, [www.caliberhomeloans.com](http://www.caliberhomeloans.com).

Sincerely,

Special Loans Department  
Caliber Home Loans, Inc.

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge:** If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.